creditor; since 1910, they consider the addition of the words "or representative" as a direct legislative sanction of that view. *In re Kyte,* 174 Fed. 867; *In re Cloutier Bros.,* 228 Fed. 569. A third view makes discharge depend on whether the bankrupt makes the commercial agency his agent for circulating the false report. *In re Dresser,* 146 Fed. 383; *In re Pincus,* 147 Fed. 621; *In re Augspurger,* 181 Fed. 174; *In re Foster,* 186 Fed. 254; *Novick* v. *Reed,* 192 Fed. 20; *In re Haimowich,* 232 Fed. 378; *Haimowich* v. *Mandel,* 243 Fed. 338. This theory alone can account for the denial of a discharge where the creditor was not, at the time the false statement was made, a subscriber to the commercial agency.

BILLS AND NOTES—ACCEPTANCE BY TELEGRAPH—SUFFICIENCY.—An intending purchaser of a draft drawn upon defendant bank, sent a telegram to the defendant bank asking if it would *pay* a draft of a certain description to which the defendant replied, also by telegram, "the draft is *good.*" The draft was assigned to the plaintiff who now sues defendant on its alleged acceptance. *Held,* the above answer was not an acceptance nor an agreement to accept. *Colcord* v. *Banco de Tamaulipas,* (Sup. Ct., 1918), 168 N. Y. S. 710.

The drawee of a bank check cannot be held liable upon a claimed contract of acceptance external to the bill; unless the language used clearly and unequivocally imports an absolute promise to pay. *First Nat. Bank of Atchison* v. *Commercial Savings Bank,* 74 Kan. 606. It is not disputed that a valid acceptance of commercial paper may be made by telegraph. *Whilden* v. *Merchants and Planters Nat. Bank,* 64 Ala. 1; *Coffman* v. *Campbell and Co.,* 87 Ill. 98; *Garrettson* v. *North Atchison Bank,* 39 Fed. 163. The answer "Yes" to an inquiry whether checks were good, was held not to constitute an acceptance in *Kahn* v. *Walton,* 46 Ohio St. 195. In case of *Meyers* v. *The Union Nat. Bank,* 27 Ill. App. 254, in response to an inquiry whether checks would be paid if presented on a certain date, the answer was, "Drafts named are good *now.*" The court held that here was no acceptance and in so deciding placed much emphasis on the use of the word "now." But in *Garrettson* v. *North Atchison Bank* (*supra*) a telegraphic response "Tate is good. Send on your paper" in answer to telegram asking a bank if it would pay it was held to be an acceptance on the ground that it could not be supposed that the bank intended to return an ambiguous answer for purpose of misleading the party asking the question and held that if the answer were limited to the words, "Tate is good" there would be grounds for holding that the bank intended an affirmative answer to the categorical question. We have then only the *dictum* of the above case to oppose the principal case in its decision, but the reasoning of the Garrettson case appears to be the most logical, since the inquiry was not as to the validity of the draft or as to the sufficiency of the account of the depositor.

CARRIERS—CARRIAGE OF PASSENGERS — INITIAL CARRIER — CONNECTIONS.—The plaintiffs in error, as receivers, through their agent sold decedent, Barber, a two-coupon ticket from Toledo to Piqua, *via* their own lines, and from

Piqua to Columbus, *via* the Pennsylvania lines. The ticket contained a stipulation that "this company acts only as agent and is not responsible beyond its own lines". When Barber arrived at Piqua, he was *given* an inter-depot transfer ticket, entitling him to be carried to the Pennsylvania station. Through negligence of the motor car driver Barber was killed. *Held,* plaintiffs in error were liable for the negligence of the motor car driver, the provision that the initial carrier should not be liable beyond its own lines relating to other *railroad* transportation, *Harmon* v. *Barber,* (C. C. A., 6th Circ., 1918), 247 Fed. 1.

In England the doctrine is that the initial carrier is liable for injuries to passengers occurring on the lines of connecting carriers, *Buxton* v. *N. E. Ry. Co.,* L. R. 3 Q. B. 549; *Great Western Ry.* v. *Blake,* 7 H. &. N. 987; *Thomas* v. *Rhymney Ry.,* L. R. 6 Q. B. 266. And this view has been taken in some American courts, *Central Ry.* v. *Coombs,* 70 Ga. 533. The general rule in the United States in the absence of special contract is that the initial carrier acts as agent of the connecting lines, *Pennsylvania Ry. Co.* v. *Jones,* 155 U. S. 333; *Brook* v. *Brooklyn U. E. R. Co.,* 133 N. Y. S. 253; *Brooke* v. *Grand Trunk R. Co.,* 15 Mich. 332; *Pennsylvania Co.* v. *Loftis,* 72 Oh. St. 288. The usual method when issuing coupon tickets is for the initial carrier to state expressly on the ticket that it acts as agent of other carriers. In such cases each coupon is considered a distinct contract by each road and each road is liable for its own negligence, *Clark* v. *Galveston, H. & S. A. Ry. Co.,* (Tex. Civ. App., 1911), 137 S. W. 716; *Auerbach* v. *N. Y. C. &c. Ry. Co.,* 89 N. Y. 281; *Knight* v. *Portland, S. & P. R. Co.,* 56 Me. 234; *Young* v. *Pennsylvania R. Co.,* 115 Pa. 112; *Cowen* v. *Winters,* 96 Fed. 929; *Mosher* v. *St. Louis, I. M. & S. Ry.,* 127 U. S. 390. The English doctrine of holding the initial carrier liable for the negligence of connecting carriers causing injuries to passengers was an extension of the doctrine which held the initial carrier liable for loss of luggage through the negligence of connecting carriers, *Muschamp* v. *Lancaster & P. J. R. Co.,* 8 Mees. & Wels. 421; *Watson* v. *A. N. & B. Ry. Co.,* 3 Eng. L. & Eq. 497; *Mytton* v. *Midland R. Co.,* 4 Hurl. & N. 615. In America the Carmack Amendment allows the passenger to recover from the initial carrier for loss of goods or luggage caused by the negligence of the connecting carrier, but there has been no similar legislation in regard to personal injuries to passengers. Not only are railroads considered common carriers of passengers, but also stage coaches, *McKinney* v. *Neil,* 1 McLean (U. S.) 540; hacks, *Bonce* v. *Dubuque St. R. Co.,* 53 Ia. 278; jitneys, *Memphis* v. *State ex rel. Ryals,* 133 Tenn. 83; taxicabs, *Van Hoeffen* v. *Columbia Taxicab Co.,* 179 Mo. App. 591, and transfer companies, *Fields* v. *Holland,* 158 Ky. 544, that carry all indiscriminately for a reasonable charge have been held to the same degree of care as that due from the railroads. The initial carrier is not bound to carry passengers beyond the limits of its own lines, but it may contract for the whole trip, including connecting carriers, and thus make itself liable for the negligence of connecting carriers, *Quimby* v. *Vanderbilt,* 17 N. Y. 306; *Chi. & A. R. R. Co.* v. *Dumser,* 161 Ill. 190; *Wheeler* v. *S. F. & A. Ry. Co.,* 31 Cal. 46. In the instant case it was decided that the initial carrier assumed the duty of transporting the

decedent Barber from its station to the Pennsylvania station. Because the original ticket contained no coupon for inter-station transfer and the initial carrier paid the compensation for such transfer, the limitation in the original ticket that the "company was not responsible beyond its own lines" could not exempt the company from liability for the negligence of the inter-station transfer company's driver. Similarly, in *Buffett* v. *Troy & B. R. Co.*, 40 N. Y. 168, where the railway hired a stage coach to bring its intending passengers from the village to the depot, the railway was held liable for the stage driver's negligence. And a hotel keeper, who furnished a bus to carry his guests without charge from the station to the hotel, was held liable for injuries to a guest resulting from the negligence of the driver, *Barker* v. *Pollock*, 26 Can. L. T. 182.

CARRIERS—SUFFICIENCY OF NOTICE OF LOSS—WAIVER.—Carloads of berries shipped over defendant's road were received in damaged condition and examined by defendant's agent in company with the consignee. An inspection report was made by the agent as well as a notation on the freight receipt, of the extent of the damage. After such examination plaintiff sent to defendant a written notice reading "Consignee will file a claim" etc. *Held*, that such notice, though in the future tense, was sufficient to satisfy the requirements of the uniform bill of lading approved by the Interstate Commerce Commission that claims for loss or damages be made in writing within four months. Further such a proviso was waived by defendant's action in conducting negotiations anent the claim without other formal notice. *E. H. Emery & Co.* v. *Wabash R. Co.*, (Iowa, 1918), 166 N. W. 600.

The instant case is an illustration of the courts' tendency to consider the spirit rather than the letter of the law on the subject of interstate commerce, and more particularly in the construction of the uniform bill of lading, providing for a written claim within a stated period. Substantial compliance has been repeatedly upheld. For example a telegram announcing consignee's intention to sue was deemed sufficient in *Georgia, Fla., & Ala. R. R.* v. *Blish Milling Co.*, 241 U. S. 190; and *Shark* v. *Great Northern Ry. Co.*, 164 N. W. 39 (N. D.) so considered an oral claim acted upon by the company, as did *So. Pac. Ry.* v. *Stewart*, 233 Fed. 956. Though the bill of lading expressly directed such notice to be given to a specified agent, a letter to a different agent was held effective in *Ill. Central R. R.* v. *Bauer*, 114 Miss. 516. In view of the court's decision as to the sufficiency of the notice, the question of waiver becomes unimportant. The state courts are inclined to allow such waiver; see *Cleveland, C. C. & St. L. R. Co.* v. *Rudy*, 173 Ind. 181, *Gilliland* v. *So. R. Co.*, 85 S. C. 26 and *Watkins Mdse. Co.* v. *Mo., Kan., and Texas R. Co.*, 82 Kan. 308. However when the question has been touched upon in the United States Courts, they have declared against waiver as tending to discrimination and thus repugnant to the spirit of the Interstate Commerce Commission Acts. It should be observed that these utterances are largely *dicta*, and are directed towards attempted waivers which will release the carrier, rather than the shipper, from liability. *Cf.* the *Blish* case *supra* and *Mo., Kn. and Tex. R. Co.* v. *Ward*, 37 Sup. Court 617.